

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF COLLEGE STATION AND
BURLESON COUNTY**

WHEREAS, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, authorizes all local governments to contract with each other to perform governmental functions or services including administrative functions normally associated with the operation of government such as purchasing of necessary equipment and supplies;

WHEREAS, the **City of College Station** (hereinafter referred to as "**College Station**"), and **Burleson County** desire to enter into this Agreement for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, programs, functions, and services;

WHEREAS, **College Station** has three (3) surplus police vehicles; and

WHEREAS, **Burleson County** is in need of such police vehicles; and

WHEREAS, it is deemed in the best interest of the participating governments that said governments do enter into a mutually satisfactory agreement for the sale and purchase of the police vehicles;

NOW THEREFORE, the parties hereto, in consideration of the mutual covenants and conditions contained herein, promise and agree as follows:

1. Within thirty (30) days of the effective date of this Agreement, **Burleson County** shall pay the amount of EIGHTEEN THOUSAND SEVEN HUNDRED FIFTY and NO/100 (\$18,750.00) to **College Station** for the purchase of three (3) police vehicles. Said amount shall come from the available current revenues of **Burleson County**.
2. **College Station** shall sell **Burleson County** three (3) police vehicles: one (1) 1998 Crown Victoria (Vehicle Identification No. 2FAFP71WXWX129512); one (1) 1998 Crown Victoria (Vehicle Identification No. 2FAFP71WOWX129518); and one (1) 1998 Crown Victoria (Vehicle Identification No. 2FAFP71W3WX129514). Upon receipt of said consideration, **College Station** shall prepare an Application for Title and Assignment of Title. After payment is received, **Burleson County** and **College Station** shall schedule a date and time convenient to both parties for a **Burleson County** representative to collect the vehicles. Delivery will be F.O.B. College Station, Texas.
3. **Effective Date.** This Agreement shall be effective when signed by the last party whose signing makes the Agreement fully executed. Notwithstanding this provision, any party may modify or terminate this Agreement as provided in Paragraph(s) 4 or 5.

4. **Modification.** The terms and conditions of this Agreement may be modified upon the mutual consent of both parties. Mutual consent will be demonstrated approval of the governing body of each party hereto. No modification to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.
5. **Termination.** Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to the other party in accordance with Paragraph 9 herein.
6. **Hold Harmless.** College Station and Burleson County agree to hold each other harmless from and against any and all claims, losses, damages, causes of action, suits, and liabilities of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury or death of any person, for damage to any property, or for any breach of contract, arising out of or in connection with this Agreement.
7. **Disclaimer of Warranty.** The sale and purchase of each of the three (3) vehicles is as is, where is and without warranty, express or implied, as to quality, condition, fitness for known purpose, or of any other kind. Burleson County understands and agrees that the goods are sold "as is."
8. **Invalidity.** If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.
9. **Written Notice.** Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the last business address as listed herein.

Burleson County: Burleson County
Attn: Bob Doonan
100 West Buck, Suite 306
Caldwell, Texas 77836

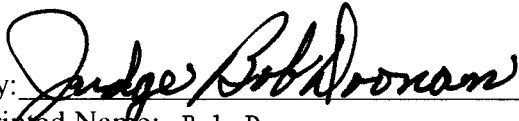
College Station: City of College Station, Department of Public Works
Attn: Larry Scott, Fleet Superintendent
2613 Texas Avenue
P.O. Box 9960
College Station, Texas 77842

10. **Entire Agreement.** It is understood that this Agreement contains the entire agreement between the parties and supercedes any and all prior agreements, arrangements, or

understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.

11. **Amendment.** No Amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.
12. **Texas Law.** This Agreement has been made under and shall be governed by the laws of the State of Texas.
13. **Place of Performance.** Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.
14. **Authority to Enter Contract.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective corporations.
15. **Waiver.** Failure of either party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in anyway affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.
16. **Agreement Read.** The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.
17. **Assignment.** This Agreement and the rights and obligations contained herein may not be assigned by any party without the prior written approval of the other parties to this Agreement.
18. **Multiple Originals.** It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

BURLESON COUNTY

By: 
Printed Name: Bob Doonan
Title: County Judge
Date: 2-13-01

ATTEST:

CITY OF COLLEGE STATION

By: _____
Lynn McIlhaney, Mayor
Date: _____

ATTEST:

Anna L. Schielack

Printed Name: Anna L. Schielack
Title: Burleson County Clerk
Date: 2-12-2001

Connie Hooks, City Secretary
Date: _____

APPROVED:

Thomas E. Brymer, City Manager
Date: _____

City Attorney
Date: _____

Charles Cryan, Director, Fiscal Services
Date: _____